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SARAH ALLEN
ADMINISTRATOR

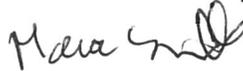
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**STATE OF HAWAII
STATE PROCUREMENT OFFICE**

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September 27, 2016

TO: Executive Departments/Agencies City and County of Honolulu
Department of Education Honolulu City Council
(Excludes Charter Schools) Honolulu Board of Water Supply
Hawaii Health Systems Corporation Honolulu Authority for Rapid Transportation
Office of Hawaiian Affairs County of Hawaii
University of Hawaii Hawaii County Council
House of Representatives County of Hawaii – Department of Water Supply
Senate County of Maui
Judiciary Maui County Council
 County of Maui – Department of Water Supply
 County of Kauai
 Kauai County Council
 County of Kauai – Department of Water

FROM: *for* Sarah Allen, Administrator 

SUBJECT: **New Price List Contract**
SPO Vendor List Contract No. 16-18
NASPO VALUEPOINT SOFTWARE VALUE ADDED RESELLER - STATEWIDE
Expires: April 7, 2018
RFP Reference No.: ADSP016

This new State Procurement Office (SPO) Price List Contract No. 16-18 for NASPO ValuePoint Software Value Added Reseller (SVAR) replaces Vendor List Contract Number 12-03 effective September 27, 2016.

The authorized vendor listed in the price list contract is En Pointe Technologies Sales LLC. Additional vendors will be added to this vendor list contract when they sign a Participating Addendum with the State of Hawaii.

This contract is available on the SPO website: <http://spo.hawaii.gov>. Click on *Price & Vendor Lists Contracts* at the home page.

If you have any questions, please contact Stanton Mato at (808) 586-0566 or stanton.d.mato@hawaii.gov.

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**STATE OF HAWAII
STATE PROCUREMENT OFFICE**

SPO Vendor List Contract No. 16-18
Replaces SPO Vendor List Contract No. 12-03

**NASPO VALUEPOINT
SOFTWARE VALUE ADDED RESELLER (SVAR)**
(NASPO VALUEPOINT #ADSP016-130653)
September 27, 2016 to April 7, 2018

INFORMATION ON NASPO VALUEPOINT

The NASPO ValuePoint Cooperative Purchasing Organization is a multi-state contracting consortium of state governments, including local governments, of which the State of Hawaii is a member. The NASPO ValuePoint Purchasing Organization seeks to achieve price discounts by combining the requirements of multi-state governmental agencies, and cost-effective and efficient acquisition of quality products and services.

The State of Arizona is the current lead agency and contract administrator for the NASPO ValuePoint Software Value Added Reseller contract. A request for competitive sealed proposals was issued on behalf of NASPO ValuePoint Cooperative Purchasing Organization, LLC and contracts were awarded to four qualified contractors. The State of Hawaii has signed a Participating Addendum with one Contractor.

The purpose of this contract is to acquire Commercial off the Shelf Software (COTS) and related services from Software Value-Added Resellers.

For additional information on this contract, visit the NASPO ValuePoint website at www.naspovaluepoint.org.



PARTICIPATING JURISDICTIONS listed below have signed a memorandum of agreement with the SPO and are authorized to utilize this vendor list contract.

Executive Departments/Agencies	City and County of Honolulu (C&C Honolulu)
Department of Education (DOE) (Excludes Charter Schools)	Honolulu City Council Honolulu Board of Water Supply
Hawaii Health Systems Corporation (HHSC)	Honolulu Authority for Rapid Transportation (HART)
Office of Hawaiian Affairs (OHA)	County of Hawaii
University of Hawaii (UH)	Hawaii County Council
House of Representatives (House)	County of Hawaii – Department of Water Supply
Senate	County of Maui
Judiciary	Maui County Council County of Maui – Department of Water Supply
	County of Kauai
	Kauai County Council
	County of Kauai – Department of Water

The participating jurisdictions are not required, but may purchase from this vendor list contract, and requests for exception from the contract are not required. Participating jurisdictions are allowed to purchase from other contractors, however, HRS chapter 103D and the procurement rules apply to purchases using the applicable procurement method and its procedures, such as small purchases or competitive sealed bidding. The decision to use this contract or to solicit pricing from other sources will be at the discretion of the participating jurisdiction.

POINTS OF CONTACT. Questions regarding the products listed, ordering, pricing, and status should be directed to the Contractor(s).

Procurement questions or concerns may be directed as follows:

Jurisdiction	Name	Phone	FAX	E-mail
Executive	Stanton Mato	586-0566	586-0570	stanton.d.mato@hawaii.gov
DOE (Excludes Charter Schools)	Procurement Staff	675-0130	675-0133	DOEProcure@notes.k12.hi.us
HHSC	Joe Evanoff	733-4168	733-4460	jevanoff@hhsc.org
OHA	Phyllis Ono-Evangelista	594-1833	594-1865	phylliso@oha.org
UH	Matthew Chow (Primary) Karlee Hisashima	956-2765 956-8687	956-2096 956-2093	chowmatt@hawaii.edu karlee@hawaii.edu
House	Brian Takeshita	586-6423	586-6401	takeshita@capitol.hawaii.gov
Senate	Carol Taniguchi	586-6720	586-6719	c.taniguchi@capitol.hawaii.gov
Judiciary	Tritia Cruz	538-5805	538-5802	tritia.l.cruz@courts.hawaii.gov
C&C of Honolulu	Procurement Specialist	768-5535	768-3299	bfspurchasing@honolulu.gov
Honolulu City Council	Clayton Wong	768-5084	768-5011	cwong@honolulu.gov

Jurisdiction	Name	Phone	FAX	E-mail
Honolulu Board of Water Supply	Vicki Kitajima	748-5151	550-9193	vkitajima@hbws.org
HART	Nicole Chapman	768-6135	768-5110	nchapman@honolulu.gov
County of Hawaii	Jeffrey Dansdill	961-8440	961-8248	jdansdill@co.hawaii.hi.us
Hawaii County Council	Jeffrey Dansdill	961-8440	961-8248	jdansdill@co.hawaii.hi.us
County of Hawaii – Department of Water Supply	Ka'iulani Matsumoto	961-8050 ext.224	961-8657	kmatsumoto@hawaiidws.org
County of Maui	Greg King	249-2403	249-0839	greg.king@co.maui.hi.us
Maui County Council	Ross Izumigawa	270-7661	270-7686	ross.izumigawa@mauicounty.us
County of Maui – Department of Water Supply	Kenneth L. Bissen Holly Perdido	270-7684 270-7684	270-7136 270-7136	ken.bissen@co.maui.hi.us holly.perdido@co.maui.hi.us
County of Kauai	Ernest Barreira	241-4295	241-6297	ebarreira@kauai.gov
Kauai County Council	Lisa Ishibashi Scott Sato	241-4820 241-4810	241-6349 241-6349	lishibashi@kauai.gov ssato@kauai.gov
County of Kauai – Department of Water	Fay Tateishi	245-5423	245-5813	ftateishi@kauaiwater.org

USE OF THIS LIST CONTRACT BY NONPROFIT ORGANIZATIONS. Pursuant to HRS §103D-804, nonprofit organizations with current purchase of service contracts (HRS chapter 103F) have been invited to participate in the SPO price and vendor list contracts.

A listing of these nonprofit organizations is available at the SPO website: <http://spo.hawaii.gov>. Click on *For Vendors > Non-Profits > Cooperative Purchasing Program > View the list of qualifying nonprofits eligible to participate in cooperative purchasing*.

If a nonprofit wishes to purchase from an SPO price or vendor list contract, the nonprofit must obtain approval from each Contractor (participation must be mutually agreed upon, for example). A Contractor may choose to deny participation by a nonprofit. However, if a nonprofit and Contractor mutually agree to this arrangement, it is understood that the nonprofit will retain its right to purchase from other than an SPO price list contract vendor(s).

VENDORS. En Pointe Technologies Sales LLC is the authorized vendor to provide Software Value Added Reseller services. They have signed a Master Agreement with the State of Arizona and a Participating Addendum with the Hawaii State Procurement Office.

En Pointe Technologies Sales LLC

VENDOR CODES for annotation on purchase orders are obtainable from the *Alphabetical Vendor Edit Table* available at your department's fiscal office. Agencies are cautioned that the remittance address on an invoice may be different from the address of the vendor code annotated on the purchase order.

COMPLIANCE PURSUANT TO HRS §103D-310(c). Prior to awarding this contract, the SPO verified compliance of the Contractor(s) named in the SPO Vendor List Contract No. 16-18. *No further compliance verification is required prior to issuing a contract, purchase order, or pCard payment when utilizing this contract.*

PURCHASING CARD (pCard). The State of Hawaii Purchasing Card (pCard) is required to be used by the Executive department/agencies, excluding the DOE, HHSC, OHA, and UH, for orders totaling less than \$2,500. For purchases of \$2,500 or more, agencies may use the pCard, subject to its credit limit, or issue a purchase order.

PURCHASE ORDERS may be issued for purchases of \$2,500 or more and for vendors who either do not accept the pCard, set minimum order requirements before accepting the pCard for payment, or who charge its customers a transaction fee for the usage.

FREIGHT CHARGES

Prices proposed will be the delivered price to any state agency or political subdivision. All deliveries will be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the Buyer except as to latent defects, fraud, and Contractor's warranty obligations. Any portion of a full order originally shipped without transportation charges (that failed to ship with the original order, thereby becoming back-ordered) will also be shipped without transportation charges.

PAYMENTS are to be made to the remittance address of the Contractor(s). HRS §103-10, HRS, provides that the State shall have thirty (30) calendar days after receipt of invoice or satisfactory completion of contract to make payment. Payments may also be made via pCard.

SPO VL Contract No. 16-18 AND THE MASTER AGREEMENT NO. ADSP016-130653 (En Pointe Technologies Sales, LLC) will be typed on purchase orders issued against this vendor list contract. For pCard purchases, the SPO VL Contract No. 16-08 and Master Agreement No. ADSP01-130653 (En Pointe Technologies Sales, LLC) shall be notated on the appropriate transaction document.

VENDOR AND PRODUCT EVALUATION. Form SPO-012, Evaluation: Vendor or Product, for the purpose of addressing concerns on this vendor list contract, is available to agencies at the SPO website: <http://spo.hawaii.gov>. Click on *Forms* on the home page.

PRICE OR VENDOR LIST CONTRACT AVAILABLE ON THE INTERNET at the SPO website: <http://spo.hawaii.gov>. Click on *Price & Vendor List Contracts* on the home page.

LEASE AGREEMENTS are not authorized by this vendor list contract.

DEFINITIONS:

- *Appliance* means a separate and discrete hardware device with integrated software (firmware), specifically designed to provide a specific computing resource. An appliance which is the sole means of obtaining the Software product is allowable.
- *Commercial Off-the-Shelf Software (COTS)* means non-developmental software which has been created for specific uses and is available to the general public in the commercial marketplace. COTS products are designed to be implemented easily into existing systems without the need for customization.
- *End-User License Agreement* or *License Agreement (EULA)* is a legal contract between the manufacturer (publisher) and the end user of an application that details how the software can and cannot be used.
- *Enterprise License Agreement (ELA)*.
- *Lead State Contractor Administrator (LSCA)*.
- *Non-perpetual licenses* or *Subscription License* is a temporary license that provides the right to use a particular licensed product until the end of the license-agreement term.
- *Perpetual license* means a license which is everlasting and valid if the software is being used in accordance with the license-agreement requirements.
- *Participating State Contractor Administrator (PSCA)*.
- *Publisher* means a software manufacturer.
- *Reseller* means a Software Value-Added Reseller who is awarded under this solicitation, and who has a fully-executed (MPA and PA-s) contract.
- *Reseller Cost* means the price that the Reseller pays the Publisher or Distributor to purchase software on behalf of the Participating State. Reseller cost should not include any administrative or other mark-up costs.
- *Software* means the computer program, including media and associated documentation.
- *Software Licensing* means allowing an individual or group to use a piece of software.
- *Software Maintenance and Support* means any software upgrades, annual updates, patches and fixes needed to improve functionality and keep the software in working order.
- *Volume License Agreements (VLA's)* means an agreement with a Software publisher wherein the Participating State's total expected purchasing over a period of time is considered in establishing the discount level.

SCOPE OF WORK

Software Value-Added Reseller ("Reseller" – "SVAR")

Software Value-Added Reseller ("Reseller" – "SVAR") shall be a large account reseller authorized to sell products direct from Key Software Publishers or authorized Distributors.

SVAR shall do the following:

- Provide Commercial Off-the-Shelf-Software (COTS).

- Honor existing Volume or Enterprise license agreements.
- Offer maintenance and support packages on licenses already owned by the Participating State and other Purchasing Entities.
- Provide Pre-Sale Advisement – **There shall be no charge for these services.**
 - Advise the Purchasing Entity in making strategic software application decisions by providing evaluation copies, product comparisons, needs analysis, product information and application recommendations.
 - Act as liaison between the Purchasing Entity and individual publishers in identifying best approaches and cost savings opportunities for the Purchasing Entity.
 - Examples of such advice would be:
 - In selecting appropriate software;
 - In explaining Volume License Agreements with complicated rules;
 - In determining the most cost-effective buying strategies;
 - In ensuring that Participating States and other Purchasing Entities are in compliance with licensing requirements; and,
 - In finding software options to meet a specific need, for example, a flow-charting package.
- Reseller shall negotiate to reduce Reseller Cost, to pass on savings to the Participating State and other Purchasing Entities.
- Provide assistance in explaining and developing Volume License and Enterprise Agreements.
- Provide Software Installation Assistance.
 - Provide, at no additional cost, assistance or advice in basic installation or implementation of COTS product.
 - If the Purchasing Entity encounters difficulty in downloading or installing the software, the Reseller must provide assistance within eight (8) business hours of being informed of the problem.
- Provide Software De-Installation Assistance.
- Provide Tracking, Management, Usage Monitoring and Reporting of Licenses
 - Reseller shall have in place a product license inventory and asset management system, which will include an accurate inventory record of product licenses purchased under this Contract.
 - Reseller must also have the capability tracking maintenance renewal and other significant due dates.
 - At a minimum, this system shall be able to provide this information by Participating State and Purchasing Entity.
 - Reseller shall work with Participating State, other Purchasing Entities, publishers, previous and subsequent contract software resellers, and hardware computer contractors to ensure the most comprehensive record of licenses is created, maintained, and the information transferable.
 - As may be requested by a Participating State, or other Purchasing Entity, Reseller shall work with NASPO ValuePoint computer equipment contractors, or a Participating State's comparable computer hardware contractor, to see that any software acquired under those contracts can be tracked through this contract.
- Notify Participating State and Purchasing Entity of publisher publicly announced changes pertinent to User licensing.

SVAR shall Develop and Maintain Website

- For *Participating States*, Reseller shall develop and support a website specific to that State, with content approved from the LSCA or PSCA as appropriate based on content.

- This web

COTS Products

Software which requires little or no services

	<u>IN SCOPE OFFERINGS ALLOWED</u>		<u>NOT ALLOWED</u>
LICENSING TYPE	COTS	Individual Licensing Volume Licensing Enterprise Licensing	Custom/Customized
LICENSING PERIOD	Perpetual	Subscription	<i>none</i>
Delivery	Shrink-Wrap	Download	none
HOSTING as part of delivery & use	On Premise	Off Premise	<i>Managed Service</i>

- Most Current Version – Purchase orders shall be deemed to reference a manufacturer’s most recent release model or version of the product at the time of the order, unless the Purchasing Entity specifically requests in writing an earlier model or version and the Reseller is willing to provide such model or version.
- License and Maintenance Agreements
 - *Volume License Agreements (VLA) and Enterprise License Agreements (ELA).*
 - The Reseller will honor existing Participating State’s VLA’s or ELA’s with publishers and include those licenses as part of the Reseller’s license tracking service. Reseller will work with Participating State, Purchasing Entities and Publishers as needed to establish new VLAs or ELAs. The Reseller will work with the Publisher and Participating State as necessary to ensure the Participating State receives timely and pertinent license information, such as: license or agreement renewals, or opportunities based on actual volume.
 - Reseller will work directly with Purchasing Entities in establishing, signing and maintaining enrollment agreements.
 - *Individual Software Licenses.* Purchasing Entities can purchase individual COTS licenses, such as perpetual and non-perpetual licenses, through the Reseller.
- Software Maintenance and Support Agreements.
Purchasing Entities can purchase maintenance agreements, including upgrade protection, through the Reseller. Resellers will sell software maintenance agreements, even if the software was not purchased under this agreement, such as on-going support for a User’s

existing perpetual license. As requested, Reseller will explain what product support or services are included in a publisher's maintenance agreement.

- *Software Maintenance and Support.* Reseller to provide needed services to support maintenance products such maintenance agreements, software upgrades, annual updates, patches and fixes needed to improve functionality and keep the software in working order. Such services may include providing recommendations on most cost-effective or appropriate long-term maintenance plan. Reseller will provide such support, not only to maintenance packages purchases under this agreement, but in support of any existing and current agreements.
- *Software Updates*
 - Users are eligible to receive, from the Publisher, all new releases and updates of the software, at no additional charge, while under a maintenance agreement. A "Release" means any collection of enhancements or updates which the Publisher generally makes available to its installed base of customers of such programs. The Reseller shall assist the Purchasing Entity to obtain such releases or updates for their Users from the Publisher.
 - Should a User not want to receive the next upgrade, the User shall so notify the respective Publisher.
- *License Confirmations*

For licenses ordered under the contract by Purchasing Entity, Reseller shall be able to provide:

 - Certified Licensing Confirmation Certificates for all software licenses;
 - Reseller's certified license confirmation certificates in the name of such Licensee; or,
 - Written confirmation from the Reseller or Publisher accepting the Eligible Participating State's contract or purchase order as proof of license.
- *Transitioning License Tracking Information at Contract Termination.*

The license information data acquired and retained by Reseller will be stored as sortable data fields so the license information can be transferred to the Participating State upon contract termination. Reseller will work with States and Participating Entities, or their designees, to ensure that the license information data has been successfully transferred in a usable format.
- Software Publishers Categories. The identified software products have been divided into three tiers: Key Itemized Publishers, Other Itemized Publishers, and Non-Itemized Publishers. It is most desirable for Reseller to have a direct reseller agreement with the itemized software publishers. If a direct reseller agreement is not already in place between itemized software publishers and the Reseller, the Reseller is expected to enter into a direct reseller agreement and submit a rate for that itemized publisher that is better than the rate for a Non-Itemized Publisher.
 - *Itemized Highest Volume Publishers (Highest Volume, Itemized Lines).*

The products of the publishers in this category represent the highest tier of sales volume of those publishers who sell through resellers. This category is the one most likely to include a Participating State's enterprise or high volume agreement with a publisher. Resellers shall be certified direct resellers for publishers in this category. The preferred pricing that a Reseller receives based on their reseller certification status, in conjunction with the anticipated considerable volume of purchases through these Contracts, is the expected foundation for a very competitive base Reseller Cost, with further reductions of Reseller Cost as they are achieved through ongoing Reseller negotiations. A percentage rate above or

below Reseller Cost is to be provided for each itemized publisher. Specific requirements may be required for some publishers in this category in an individual State's PA.

- *Other Itemized Publishers (High Volume, Itemized Lines).*
The products of the publishers in this category represent a high level of sales volume. This category may include a Participating State's high volume agreements or VLAs with a publisher. It is desirable for Resellers to be certified direct resellers for publishers in this category. A percentage rate above or below Reseller Cost is to be provided for each itemized publisher.
 - *Non-Itemized Publishers (all other distributed software purchases).* This category is defined to include all other distributed computer software not specifically itemized. Enterprise or Volume Licensing Agreements are not anticipated in this category. New or existing software products can be added to this category at any time during the term of the contract without the written consent of the LSCA and may be itemized in the online catalog, if volume justifies the addition. There should be one percentage rate above or below Reseller cost covering all products in this category.
- *Price Quote General.* Pricing is submitted in the MPA as a percentage of Reseller Cost. As requested by a Purchasing Entity, for example on a high volume single order, Reseller shall negotiate to reduce Reseller Cost, to pass on savings to the Participating State. Firm individual order quotes shall be provided to Purchasing Entity prior to order submittal.
 - *Telephone or Email Quote Support.* Reseller shall accept requests for quotes by telephone, fax, or email. Reseller shall accept collect telephone calls and/or provide and maintain a toll-free number for eligible agency use. Reseller shall provide an email address for receipt of requests for price quotes. Reseller shall provide written quotes by fax, email as requested by the Participating State.
 - *Quoted Delivery Method.* The quote must clearly indicate the method of delivery, whether via media, download or Services.
 - *Timely Quotes.* Reseller agrees to work with publishers and distributors to obtain quotes and deliver software in a timely fashion. Expected response should be within twenty-four (24) hours but no more than three (3) business days. If, after three (3) business days, the Reseller has been unable to obtain the quote or assurances that they can obtain the software, the Reseller shall contact the Participating State or other Purchasing Entity with a status report. The Reseller and the Participating State/Purchasing Entity will mutually agree as to whether the Reseller shall continue to pursue a quote and within what timeframe, or whether the Reseller will provide the Participating State/Purchasing Entity with a written statement that the Reseller cannot supply the software. If the Reseller has been unable to obtain a quote within ten (10) days of the request for quote, the Reseller shall provide a written statement (email is sufficient) to Participating State/Purchasing Entity.
 - *Guaranteed 30 Day Quote.* Reseller is required to honor all quotes for thirty (30) calendar days. If it is known that a price increase will occur during the thirty (30) calendar days following the quote, the Reseller may provide two quotes, based upon the date that the order is received.
 - *Product Delivery and Returns*
 - *Media.* The Reseller shall work with Participating State or other Purchasing Entity to provide media via any method available and as requested by the Participating

State including, but not limited to: original Publisher media, CD copies of Master media duplicated by the Reseller, electronic downloads, etc. In cases where original publisher's media is not available, the Reseller shall provide CD's copied from master disks of the software purchased under any volume or enterprise license agreement.

- o Delivery Period. Reseller to provide delivery no longer than ten (10) business days after receipt of a valid order unless conditions arise that are outside the control of the Reseller. If delivery cannot be within this time frame, Reseller is to notify Purchasing Entity of delay and anticipated ship date. If this delayed delivery is unacceptable to Purchasing Entity, the order can be cancelled without penalty.
- o Product Returns. Unopened software can be returned with no restocking fee up to 30 days from date of receipt, if allowed by the software publisher. If the software publisher has a shorter time frame for returns or requires a restocking fee, this must be stated on the quote. If that information is not provided to the Participating State by the Reseller, Reseller is responsible for the restocking fee. If delivered software is defective, or if the incorrect product was delivered, the Reseller must agree to accept returns. If delivered software is defective, the Reseller is responsible for return shipping and packaging costs and for restocking charges if applicable. The Reseller must agree that any defective or incorrectly delivered media will be replaced by overnight delivery at the Reseller's expense if requested by the Participating State or Purchasing Entity. If overnight delivery is not requested, all replacement products must be received by the Participating State or Purchasing Entity within seven (7) days of initial notification.

Services

	<u>IN SCOPE SERVICES ALLOWED</u>		<u>NOT ALLOWED</u>
SOFTWARE & LICENSING TYPE	COTS	Volume Licensing	Custom/Customized
LICENSING PERIOD	Perpetual	Subscription	Not Applicable
Delivery	Shrink-Wrap	Download	Not Applicable
HOSTING as part of delivery & use	On-Premise	Off-Premise	Managed Service
SERVICES	Basic Installation, Training and Maintenance		Consulting, configuration, engineering, design, etc. any type of service specific to a Purchasing Entity requiring description of tasks and deliverables and agreement by the parties

- In Scope Services:
Basic Installation, Maintenance packages and Training and acquisition of distributed, commercial of the shelf software. It is not intended for the purchase of custom software applications.

Training

- Training shall be available in the form of tutorials for basic installation and web-based training for software operation, basic phone support.
- Provision of information on how to access a Software Publisher's "Help Desk" (either telecom or web-based) for basic use questions.

Customer Service and Representation

- *Dedicated Representation and Timely Response.* Reseller shall provide a dedicated representative for each Participating State. Such representative will become familiar with the State and its cooperative partners, provide a single point as needed for quote assistance, offer software recommendations, track and report on renewal deadlines, and serve as a contact point for the LSCA. Reseller must commit to returning phone calls or responding to emails within two (2) business days.

Other Value-Added Services

- SVAR may propose other Value-Added Services, e.g. key escrow, in their response. Such services from an awarded Offeror, if consistent with this Statement of Work, recommended by the Evaluation Team, and accepted by the PSCA, would be added to the final awarded contract.

AGENCY INSTRUCTIONS FOR REQUESTING PRICE QUOTES

A. PROCURING SOFTWARE MAINTENANCE LICENSE AGREEMENTS.

Agencies shall obtain one (1) price quote from En Pointe Technologies Sales LLC.

1. When requesting for price quote(s), the agency should email or fax the following information listed below:
 - a. Requester's first and last name.
 - b. Department/agency name, phone number and email address.
 - c. Billing and Ship to address.
 - d. Software Specification(s).
2. When the Reseller receives a request for a price quote, the Reseller shall:
 - a. Respond to the agency within 24 hours but no more than three business days. If, after three business days, the Reseller shall contact the agency with a status report.
 - b. The Reseller and the agency will mutually agree as to whether the Reseller shall continue to pursue a price quote and within what timeframe or whether the Reseller cannot supply the software.
 - c. If the Reseller is unable to provide a price quote within ten (10) days, the Reseller shall send an email to the agency why they cannot supply the software.
3. Reseller is required to honor all price quotes for thirty (30) calendar days. If it is known that a price increase will occur during the 30 calendar days following the price quote, the Reseller may provide two quotes, based upon the date that the order is received.

4. Pcard Fees:

En Point Technologies Sales, Inc.:

- a. For transactions of \$5,000.00 or less, En Pointe may not charge a credit card fee.
 - b. For transactions greater than \$5,000.00, En Pointe may charge a credit card fee that shall not exceed 2.5%.
 - c. To avoid credit card fee, agency should use a purchase order.
 - d. If a fee is charged, it shall be reflected as a separate line item on the invoice.
5. Form SPO-010, *Record of Procurement* is optional.

B. PROCURING CONSULTING ASSISTANCE, CUSTOM REPORTS OR OTHER OPTIONAL SERVICES.

1. Agencies shall request one price quote from En Pointe Technologies Sales LLC.
2. The agency shall award based on lowest price. If the lowest price does not meet the agencies specification requirement, the award may be made to the Reseller whose offer represents the best value to the agency. Best value means the most advantageous offer determined by evaluating the comparing all relevant criteria in addition to price so that the offer meeting the overall combination that best services the agency is selected. These criteria may include, in addition to others, the total cost of ownership, performance history of the vendor, quality of goods, services, delivery and proposed technical performance.
3. Complete form SPO-010, *Record of Procurement* when an award is for \$5,000 or greater. All non-responsive Reseller and related pertinent information to this procurement shall be notated in Part C. The completed and properly signed (personnel with delegated authority) copy of the form SPO-010 shall be kept in the procurement/contract file.

CONSULTING ASSISTANCE, CUSTOM REPORTS

OTHER OPTIONAL SERVICES

Definition: Added services to support maintenance products such maintenance agreements, software upgrades, annual updates, patches and fixes needed to improve functionality and keep the software in working order. Such services may include providing recommendations on most cost-effective or appropriate long-term maintenance plan.

- **SaaS software that requires alterations or customization unique to an end user agency is not allowed under this Vendor List Contract.**

CONTRACTORS

INFORMATION

FOR

SOFTWARE VALUE

ADDED RESELLER

EN POINTE TECHNOLOGIES SALES LLC

CONTRACTOR INFORMATION

1. Primary Contact

Name: En Pointe Support Team for the State of Hawaii

Phone No.: (866) 334-2087

Fax No.: (310) 337-3498

Email: hawaii@enpointe.com

Operational Hours: 7:45am to 4:30pm Hawaii Standard Time, Monday to Friday, excluding State of Hawaii Holidays.

2. Secondary Point of Contact

Name: Pat Accimus

Account Executive

Phone: (310) 337-4578

Email: paccimus@enpointe.com

3. Third Point of Contact

Name: Imran Yunus

Director

Phone: (310) 337-5908

Email: iyunus@enpointe.com

3. CREDIT CARD FEE

En Pointe may charge a credit card fee for those transactions shown below:

e. For transactions of \$5,000.00 or less, En Pointe may not charge a credit card fee.

f. For transactions greater than \$5,000.00, En Pointe may charge a credit card fee that shall not exceed 2.5%.

g. To avoid credit card fees, agency should issue a purchase order.

h. If a fee is charged, it shall be reflected as a separate line item on the invoice.

i. Purchase orders may be faxed to (310) 337-3498 or sent by email to hawaii@enpointe.com.

j. Purchase Orders shall include the Master Agreement Number ADSP016-130653, the SPO Vendor List Contract No. 16-08 and En Pointe's Price Quotation Number.

4. En Pointe shall confirm receiving the pCard or Purchase Order by including the software activation and downloading instructions and any other pertinent information to the requester.

5. To view En Pointe's Publishers, markup/down, and Services as a separate charge, go to:

<http://naspo.valuepoint.org/#/contract-details/69/contractor/384>

Click on EP Master Price Agreement.pdf

PAYMENT & REMITTANCE ADDRESS

En Pointe Technologies Sales LLC

PO Box 740545

Los Angeles, CA. 90074-0545

Vendor Number: 337393-00